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Current Topics.

Masters in the Chancery Division.

THE office of Master of the Supreme Court on the Chancery side, to which Mr. WILLIAM FRANCIS SPENCER HAWKINS has just been appointed to fill the vacancy created by the retirement of Mr. WATKIN WILLIAMS, is one of the comparatively few posts in the courts for which members of the solicitor branch of the profession are alone eligible. The present race of Masters are not the lineal descendants of the old Masters in Chancery, who went back, if not to a time during which the memory of man runneth not to the contrary, at least to a very early period in our legal history. In BACON'S time, as we are reminded in Mr. JOHN RITCHIE'S scholarly introduction to the Reports of Cases decided by BACON during the years 1617-1621, there were then eleven Masters, two of whom usually sat in court with the Chancellor or other judge in readiness to give assistance if called upon. After a certain period of service they were usually rewarded with knighthood, and in some instances the Mastership was a stepping stone to the Bench. Many notable lawyers served the office, including one in later days, namely, Sir WILLIAM HORNE, who had been Attorney-General, and who apparently was content to subside into this not unimportant yet subordinate position. The old Masters in Chancery were abolished by 15 & 16 Vict. c. 80, which, after reciting that "whereas proceedings before the Masters in Ordinary of the High Court of Chancery are attended with great delay and expense, and it is expedient that the business now disposed of in the office of such Masters should be transacted by and under the more immediate direction and control of the judges of the said court," proceeded to abolish the office of Master, to empower the judges to sit in chambers for the despatch of business, and to enable them, with the approbation of the Lord Chancellor, to appoint two Chief Clerks to be attached to each judge for the purpose of assisting in the work of the court. Under the Act the qualification for the office was that each appointee should have been admitted a solicitor and should have practised as such for at least ten years immediately preceding his appointment. The duties attaching to the office are highly onerous, much more so than might be assumed to be the case from the fact that for so many years it carried merely the comparatively humble title of Chief Clerk, and this would appear to have struck those in authority, for in 1897 the status of the Chief Clerks was enhanced by their being transformed into Masters of the Supreme Court in the Chancery Division. Their colleagues in the King's Bench Division are all drawn from the ranks of the Bar.

Omnibus Law.

A POINT of some public interest is suggested by a prosecution, stated to be the first of its kind, of a young woman under clause 11 (*b*) (i) of the Public Service Vehicles (Conduct of Drivers, Conductors, and Passengers) Provisional Regulations, 1931, made by the Minister of Transport under, so far as passengers are concerned, s. 84 (1) of the Road Traffic Act, 1930. This regulation provides that, unless the passenger has a ticket already, he must "before leaving the vehicle, or immediately on demand, declare the journey he has taken or intends to take and pay the conductor the fare for the whole of such journey and accept the ticket provided therefor." In fact the defendant had been watched, and was found to be habitually "declaring" a twopenny journey, and travelling a threepenny one, so her case was devoid of legal interest. The initial words of the regulation, however, deserve particular attention from the alternatives provided, from which it appears that, even if not challenged, the passenger who leaves an omnibus without paying his fare commits an offence. By s. 84 (1) (*c*) of the Act it is provided that the Minister may make regulations requiring a passenger to declare, if so requested by the driver or conductor, the journey he intends to take or has taken in the vehicle, and to pay the fare, etc. It thus appears that, in terms, the regulation is wider than the section authorising it, since it requires the passenger to declare and pay his fare even without challenge, whereas the section is dominated by the request of the driver or conductor. Some passenger who thinks he has escaped the observation of the conductor, but who, unknown to himself, has the eyes of the company's detectives on him, may therefore hereafter raise a nice point of *ultra vires*. If statistics could be made of the number of people who, on the accidental omission of an omnibus conductor to challenge them, have taken a free ride on occasion without paying the fare, they would be interesting reading. Perhaps the jurist, if called to elect between the section and the regulation, might prefer the latter. After all, an omnibus company sells rides just as a shopman sells chattels, but it is not the law that anyone who picks up an unconsidered trifle in a shop can get away with it if he eludes the vigilance of assistants. A model regulation should, however, provide that a passenger who over-rides his declaration through inadvertence or change of mind should be allowed to pay extra without offence.

Acrobatics and "Manual Labour."

THE term "manual labour" in its literal significance comprehends a number of trades and crafts which might be excluded from its every-day meaning. On 11th January an

attempt to argue that acrobatic entertainment was "manual labour" within the First Schedule, Part 1 (*f*), of the National Health Insurance Act, 1924, failed in a case stated before Mr. Justice ROCHE (*In re McManus, The Times*, 12th January). The appellant was the employer of the respondent, who was an acrobatic clown in a touring revue. His work involved skill in balancing and the use of legs, hands, arms and body. The Minister of Health decided that the respondent was employed by way of manual labour and was therefore an insured person under the Act. Mr. Justice ROCHE held that there was no evidence to support the Minister's decision. The test to be applied was whether the individual was exercising the work of his hands or some other power or quality, and the work of an acrobatic clown involved not only physical exertion, but also dexterity. There have been many decisions as to what the term involves, principally under the Employers Liability Act, 1880. The driver of a tramcar (*Cook* v. *North Metropolitan Trams Co.*, 18 Q.B.D. 683), a grocer's assistant (*Bound* v. *Lawrence* [1892] 1 Q.B. 226), and a hairdresser (*R.* v. *Louth*, 2 I.R. 714) have all been held not to be engaged in manual labour. SMITH, J., in *Cook* v. *North Metropolitan Trams Co.* (*supra*) distinguished manual "work" from manual "labour," as "many occupations involve the former, but not the latter, such as telegraph clerks, and all persons engaged in writing." In *Walker* v. *Crystal Palace Football Club Ltd.* [1910] 1 K.B. 87, both COZENS HARDY, M.R., and FLETCHER MOULTON, L.J., expressed the opinion that the work of a professional football player was "manual labour" within the meaning of the Workmen's Compensation Act, 1906, and this view seems to be in accord with the definition of labour by Lord ESHER, M.R., in *Yarmouth* v. *France*, 19 Q.B.D. 647, viz., "that which tests a man's muscles and sinews." Undoubtedly acrobatic work does this, but as the respondent's work in *Re McManus* involved, in addition, entertainment by means of facial gestures, the learned judge took the view that it would be a misnomer to say that he was engaged in manual labour. Had the respondent not combined the art of amusement with the exertions of acrobatic tricks, he might have been held to be an insured person, although his Lordship expressed a doubt whether playing a game was manual labour, and counsel instanced ballet dancing as an employment which tested the sinews, but which might not be manual labour. The question of what constitutes manual labour will never be settled with mathematical precision, but much could be done towards removing doubt by settling a schedule of employments coming within this category.

Brawling in Church.

THE decision of the Penzance bench of magistrates to dismiss the summonses taken out against twelve persons for brawling in church by disturbing divine service at the church of St. Hilary, Marazion, the scene of the faculty "raid" last summer is, whatever may be one's view of the alleged reason for the disturbance, an unfortunate one. On the facts it appears to be wrong in law, and we now understand that a case will be stated for the opinion of the King's Bench Division. The charge was brought under s. 2 of the Ecclesiastical Courts Jurisdiction Act, 1860, under which any person guilty of riotous, violent or indecent behaviour in any church or chapel, whether during the celebration of divine service or at any other time, or molesting or disturbing any preacher or clergyman ministering any divine service, rite, or office in any cathedral church or chapel, is liable to a penalty not exceeding £5 or imprisonment for two months. There was uncontradicted evidence of organised interruption and disturbance by about seventy people by singing hymns and otherwise, and the disturbance began, before the actual service commenced, as the officiating priest and his assistants were proceeding to the altar for a sung celebration of Holy Communion. So far as the form of service is concerned, there was no evidence of any particular departure from the Prayer Book, but it would appear that the interrupters were led to expect a form of which they disapproved; and if such a service took place, the noise, according to *The Times* report, was such that not a word of it could be heard in the body of the church. In the meantime the police had been called in and endeavoured to collect the names of some of the disturbers. The magistrates appear to have accepted the defence put forward that the service interrupted was not a divine service according to law. In this respect they would appear to have undertaken a jurisdiction which more properly belongs to the Bishop and the Chancellor of the diocese, and in any event to have misconstrued the Act under which the charges were made, for the section expressly applies to brawling, not only in service time, but at any other time. The fact that, in cross-examination, the priest in charge would not admit the jurisdiction of a secular court in ecclesiastical matters was irrelevant, though no doubt to the lay mind significant where the assistance of the secular court is being asked; the prosecution was a matter of common law, and it has further been held that provocation or a claim of right is no defence to a charge of brawling: *North* v. *Dickson*, 1 Hagg. Ecc. 730; *Kensit* v. *Dean of St. Paul's* [1905] 2 K.B. 249.

The Lawful English Use.

THERE is however a way by which these deplorable ceremonial disputes in the church can be reasonably settled, and that is by adherence to and acceptance of the principles of the Prayer Book and the ancient English use implied in the Ornaments Rubric. These principles are admirably set forth in the recent judgment of Chancellor ERRINGTON in the case of *St. Saviour's, Hampstead* [1932] P. 134, which well deserves study. The vicar of the parish had introduced six candlesticks on a retable or shelf behind the altar, and objection having been taken, mainly on the ground that two old candlesticks given by a former vicar had been removed, proceedings to obtain a faculty were initiated. The Chancellor in a reserved judgment held that two of the new candlesticks should be retained in use, but disallowed the remaining four. The decision was that the old English use being to place not more than two lights on the Holy Table in service time, this was retained at the Reformation, and is authorised by the Ornaments Rubric, consequently the use of six lights is unlawful. It might be added that as retables were unknown in pre-Reformation times, the lights should properly be placed on the altar itself and not on any shelf behind it. The Chancellor further held that it was quite lawful and proper to place a crucifix so as to be visible to a penitent during confession—a decision which would have astonished some of the judges of the nineteenth century. It may not perhaps be generally realised that there are not two, but three, different "schools of thought" on these matters—(1) the Protestant view, which regards the Prayer Book as complete in itself, and prohibiting any ornament or ceremony which it does not expressly mention; (2) the extreme Anglo-Catholic view under which many clergy have supplemented the somewhat meagre directions of the Prayer Book by wholesale borrowing from the Roman rite as being easily ascertained; and (3) those Anglo-Catholics and scholarly churchmen who, regarding the book as an historical document, authorising the use of an elaborate ceremonial in its proper place, where it is desired, are careful in every detail to adhere to the ancient English use, which now, for the first time, has been definitely approved in a legal decision. The English customs may be studied at Westminster Abbey, and at many other well-known churches in London. Those who would like to study the matter further should read some of the publications of the Alcuin Club, a learned society which has done its best to stem the tide of "Roman imitation."

Criminal Law and Practice.

PREVENTIVE JUSTICE.

THE old Statute 34 Edw. III, c. 1, is receiving frequent illustration in these troubled days.

After Edward's French Wars, disbanded soldiers roamed the country, and robbed to avoid starvation; and he made the justice of the peace his instrument to dragoon them into good behaviour (which probably in those days meant quietly dying of starvation for many of them), or to hang them out of hand. "Frankpledge" was nearly dead, and imposing sureties of the peace was its revival in another form.

"In every county of England shall be assigned for the keeping of the peace, one lord, and with him three or four of the most worthy in the county, with some learned in the law, and they shall have power . . . to take of all them that be [not] of good fame, where they shall be found, sufficient surety and mainprise of their good behaviour towards the King and his people . . . to the intent that the people be not by such rioters or rebels troubled nor endamaged, nor the peace blemished . . . "

So runs the old statute. The history of the intrusive "not" is an interesting one. It formed the subject of an article in the *English Historical Review*, and is discussed in *Lansbury* v. *Riley* [1913] 3 K.B. 229. But the argument based on the wording of the statute is, since that case, of merely academic interest, for the judgment there is made to depend for its validity on the law as accepted and applied by the courts over a very long period of years.

The judgments of the three judges who formed the Divisional Court to consider the statement are of great interest throughout. We can quote only particular passages.

Bray, J., quoted Abbott, C.J., in *Willes* v. *Bridger* (1819), 2 B. & Ald. 278; 106 E.R. 368, "The authority of a justice of the peace to require, upon due complaint made to him in his judicial character, sureties for the keeping of the peace, and to commit a person to prison for want of such sureties, is not nor could be denied."

He further quoted Blackstone, "Preventive justice consists in obliging those persons, whom there is probable ground to suspect of future misbehaviour, to stipulate with and to give full assurance to the public that such offence as is apprehended shall not happen, by finding pledges or securities for keeping the peace, or for their good behaviour." "The caution of which we speak at present is such as is intended merely for prevention, without any crime actually committed by the party, but arising only from a probable suspicion that such crime is intended or likely to happen; and consequently it is not meant as any degree of punishment, unless perhaps for a man's imprudence in giving just ground of apprehension."

Avory, J., spoke of this jurisdiction "as a branch of preventive justice, in the exercise of which magistrates are invested with large judicial discretionary powers for the maintenance of order and the preservation of the public peace."

He quoted, with approval, Dallas, C.J., in *Butt* v. *Conant* (1820), 1 Br. and B. 548; 129 E.R. 834: "It is a primary and fundamental principle that usage is of great weight in showing what the law is, or in expounding the law if it be doubtful; and therefore, in every case, in the natural and simple order and progress of inquiry, we first turn to the books or precedents to see whether, in point of fact, the power which is in controversy has been exercised or not. Now upon this we have a bulk of evidence, such as I will venture to state was never produced in a court of justice upon any occasion before, for the purpose of being applied to cases of this description, or of any description whatever; a series of instances, brought forward in consequence of a solemn inquiry (the result of a search of the files of the records of the courts of justice in this country) presenting no fewer than 128 cases of persons actually bailed on a commitment similar to that in question, extending from time to time, and scattered over a period of nearly 120 years, as far back as the inquiry has gone, from the first year of the reign of Queen Anne . . ."

The appellant in the case of *Lansbury* v. *Riley*, *supra*, was summoned on an information charging that "he was a disturber of the peace and an inciter of others to commit breaches of the peace, and that he was likely to persevere in such conduct."

The recent informations at Bow-street asking for sureties against certain persons connected with the "hunger march" and subsequent demonstrations were modelled on this precedent. One ran, "S.L. is a disturber of the peace and an inciter of others to commit divers crimes and misdemeanours, and on the 30th October, 1932, did incite others to resist the police in the lawful execution of their duty, and to disturb the King's peace."

Another ran: "E.L. is a disturber of the public peace and an inciter of persons to take part in mass demonstrations which are calculated to involve contraventions of the provisions of the Seditious Meetings Act, 1817, s. 23, and as such is subject to the provisions of the Statute 34 Edward III, c. 1."

The Seditious Meetings Act, 1817, is the Act which forbids meetings of more than fifty persons within a limited distance of Parliament, when Parliament is sitting, "for the purpose of considering of or preparing any petition," etc., to King or Parliament.

An information laid at the Tower Bridge Police Court ran: "K.D. is a disturber of the peace of our Lo d the King and an inciter of others to commit crimes and misdemeanours and as such is subject to the provisions of the Statute of 34 Ed. III."

There has been considerable discussion in Parliament recently of this matter, much of which misses the point. The simple issue in the Bow-street cases is whether persons desiring to present a petition—the promoters of which refused to follow the ordinary procedure and to accept facilities offered to them for doing so, and announced their intention of approaching Parliament in great numbers contrary to the law—are liable to be put under recognisances or not.

Quarter Sessions and the Advocate.

THE contest between the North Wales Circuit Mess and the Mid-Wales Law Society at Welshpool recently is a reminder that "Gallant little Wales" has been, either in her own counties or in those of her "ancient marches," the venue of the most noteworthy recorded struggles between the two branches of the profession.

It may be remembered that Campbell, with two brother barristers, descended, on solicitor exclusion bent, upon Monmouth County Sessions in 1812, much to the wrath of the attorneys who had hitherto pleaded there. When the future Lord Chancellor arrived with his two friends, the attorneys, instead of showering briefs upon them, "seemed much disposed to throw them in the river." The magistrates were sedulously canvassed "outside the inn door" for their votes, and when the court sat at 11 o'clock "the general appearance of things was exceedingly hostile." However, the "gentlemen of the long robe" won after a long debate, the Bench voting ten to seven in their favour, and the poor attorneys were, as the great legal biographer expressively phrased it, "gagged for evermore."

The recent discussion was, no doubt, on a different plane. The Montgomeryshire Bench were then asked to abolish the rule, made sixty years ago, that when four barristers were present the court was closed to solicitors. They decided to do so—henceforward both barrister and solicitor will possess equal right of audience before them—and removed a distinction between the two branches of the profession, which, in the particular court concerned, was inconvenient.

It may not be generally known that both petty sessions and quarter sessions have full discretion as to whom they shall hear as advocates. The two leading cases on the subject referred to in the authoritative work on Quarter Sessions Practice appear to establish this proposition clearly.

The earlier of these cases occurred some few years after Campbell's western incursion. *Collier* v. *Hicks* is reported in 2 B. & Ad. 665. Collier was an attorney who was forcibly denied audience by two Gloucester justices at Cheltenham, and thereupon sued them for assault. He gained nothing by his action, for a strong court consisting of Tenterden, C.J., Parke, Taunton and Littledale, JJ., unanimously decided that the justices could regulate the proceedings of their own court and hear only those whom it pleased them to hear beyond the actual parties. The judgment of the Lord Chief Justice is well worth perusing. It discusses generally the right of advocacy, and the reasons for granting that right in the courts, and is most emphatic that magistrates, like other judges, must have the power to regulate the proceedings of their own courts. He thought it might be convenient that counsel or attorneys should be heard in some cases, but held that it had never been decided that they could claim to be entitled to such right of audience. He thought that the only aid which the parties could require, in case they desired assistance, was that of a person, who might or might not be a professional man, to attend as a friend, take notes, quietly make suggestions and give advice. He even considered that it might be better for the parties if they were not represented but conducted their cases themselves, " in general the ends of justice will be sufficiently well attained in these summary proceedings by hearing only the parties themselves and their evidence, without that nicety of discussion and subtlety of argument which are likely to be introduced by persons more accustomed to legal argument."

The other and later case on the subject usually referred to is reported either as *Ex parte Evans* or as *R.* v. *Denbighshire Justices*: see 9 Q.B. 279 or 15 L.J. Q.B. 335. This was a case similar to Campbell's. The attorneys had for many years been allowed to plead before the Denbigh Bench, and the Bar asked that the practice should be abrogated and audience confined to the Bar when four barristers were present. The Bench acceded to the Bar's request, and the aggrieved attorneys tested the matter by a rule. The High Court, however, upheld the action of the justices, and Lord Denman, C.J., in delivering judgment, expressed a strong opinion to the effect that the justices must have the power of regulating their own proceedings, and deciding whom they should hear as advocates, and that their discretion should not be interfered with even if they had " fixed sixty as the number instead of four."

In any controversy between the two branches of the profession as regards audience, it must not be forgotten that the general interests of the litigants must be regarded first and foremost. Advocates exist for clients, not clients for advocates. The proper end to keep in view is that of adequate representation for the litigant, and this appears to have had due weight in the recent Montgomeryshire case. It should not be difficult for a local Bar Mess to secure the attendance of a sufficient number of barristers, especially where the sessions is a closed one in the other sense, that is, confined to members of the local mess. Such " closed " sessions usually possess a court brief list, and this is generally found to ensure a suitable muster of the Bar. It is for sessions juniors to consider this latest Welsh precedent in the matter and to take such steps as may be necessary to see that no litigant at their sessions is likely to lack the services of one of their profession.

The theoretical power of justices to hear parties only is limited to-day by modern statutes, such as 6 & 7 Will. 4: the Poor Prisoners Defence Act; and the Rating and Valuation Act, 1925, which confer, either expressly or inferentially, the right of audience on the profession.

Defamation and Payment into Court.

In a reserved judgment which was noteworthy both for the closeness of its reasoning and the importance of the issue which it decided, Mr. Justice McCardie, on 13th January, in *Morriss* v. *Baines & Co., Ltd.* (*The Times*, 14th January), dealt with a curious situation brought about by the operation of Ord. 22, r. 1, of the Rules of the Supreme Court. The plaintiff had on 12th December, 1932, been awarded one farthing damages for libel against the defendants, who were printers and publishers of the *Leeds Mercury*. The defendants had previously paid into court £525 in satisfaction of the plaintiff's claim, with an admission of liability. This was paid in two sums, £200 in November, 1931, and £325 on 10th June, 1932. On 14th July, 1932, the plaintiff's solicitors notified the defendants' solicitors that the plaintiff had taken the money out of court and intended to proceed with the action.

The question on which his lordship reserved judgment was whether a plaintiff who takes out of court money paid in with an admission of liability and later obtains a verdict for a smaller sum may retain the money taken out of court, and his lordship stated that it was one of practical importance in view of the many actions for defamation which were brought before the courts, and in view also of the fact that certain persons at the present time carried on a considerable and profitable trade in actions for defamation brought against newspaper proprietors and others.

Order 22, r. 1, of the Rules of the Supreme Court provides (*inter alia*) that " where any action is brought to recover a debt or damages . . . any defendant may, before or at the time of delivering his defence or at any later time by leave of the court or a judge, pay into court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which payment is made, or he may, with a denial of liability (except in actions or counterclaims for libel or slander) pay money into court . . . " Order 22, r. 5, provides that " . . . when the liability of the defendant in respect of the claim or cause of action in satisfaction of which the payment into court is made, is not denied in the defence, . . . the money paid into court shall be paid out to the plaintiff on his request, or to his solicitor on the plaintiff's written authority, unless the court or a judge shall otherwise order."

The plaintiff's counsel admitted that the rule that in libel the defendant cannot pay in with a denial of liability was illogical. His lordship instanced the case where the defendant contended that the words were not defamatory, and in any event did not refer to the plaintiff, as one in which the defendant should be at liberty to deny liability and pay a proper sum into court. His lordship did not feel able to direct that the plaintiff should return to the defendants any part of the £525 he took out of court, but allowed the defendants the costs of the action as from the date 30th November, 1931, when the first payment into court was made.

The rule that no denial of liability may be made with a payment into court in actions for libel or slander as distinct from other actions was made to meet what Hawkins, J., in *Fleming* v. *Dollar* (1889), 23 Q.B.D. 393, called an " obvious inconvenience " to a plaintiff who desired to vindicate his character in open court. In this view Chief Justice Coleridge concurred, and it is supported by *dicta* of Thesiger, L.J., and Cotton, L.J., in *Hawksley* v. *Bradshaw* (1880), 5 Q.B.D. 302. Vaughan Williams, L.J., in *Brown* v. *Feeney*, had no doubt that a plaintiff taking money out of court under Ord. 22, r. 5, could claim damages *ultra*, and Mr. Justice McCardie himself in *Chiverton* v. *Ede* [1920] 2 K.B. 30, 46, said that " if the plaintiff receives notice of the payment in of the money and elects to take it out, his right to it is absolute."

His lordship was powerless to make any other order under the circumstances in *Morriss* v. *Baines & Co., Ltd.*, but he

suggested an alteration of the rule so as to give a plaintiff who desired to take money out of court and end the action liberty to apply to a judge in chambers for an order that for special reasons the case be mentioned in open court. The present rule clearly involves an injustice whether a reputation is "lost without deserving" or "got without merit," and Mr. Justice McCardie's suggested alteration will no doubt receive the attention of the Rules Committee in the near future.

Company Law and Practice.

CLXV.

PREFERENTIAL PAYMENTS AND DE-RATING.—I.

I RECENTLY here referred to the case of *Re Airedale Garage Company, Ltd : Anglo South American Bank* v. *The Company*—this decision has now been fully reported in 1933 1 Ch. at p. 64, and I should like my readers to examine it with some care. Before going into the facts of that particular case, however, we had better just refresh our memories with regard to ss. 78 and 264 of the Companies Act, 1929, which are the sections on which the decision really turns. Under s. 78, where a receiver is appointed on behalf of the holders of any debentures of a company secured by a floating charge, if the company is not at the time in course of being wound up, the debts which under s. 264 are to be paid in priority to all other debts, are to be paid out of any assets coming to the hands of the receiver in priority to any claim for principal or interest in respect of the debentures.

The period of time mentioned in s. 264 (why s. 78 does not refer directly to s. 264, but refers in a vague way to Pt. V of the Act is not immediately apparent) is to be reckoned from the date of the appointment of the receiver ; and the section also confers a right of recoupment out of the general assets. The Act of 1908 provided, in the corresponding section, that the preferential payments should be made by the receiver "forthwith," but that word is now omitted, presumably because of the decision in *Re Glyncorrwg Colliery Co.* [1926] Ch. 951, which shows that there are certain costs which have priority over the preferential payments, with the result that it is not proper for the receiver to make such payments until he knows whether the assets under his control will realise sufficient to pay the various matters which have priority over the preferential payments. For the same reason, the direction as to payment of preferential debts which used to be inserted in the order appointing a receiver and manager is now omitted.

Section 264, so far as it concerns us for this present purpose, provides that in a winding up there shall be paid in priority to all other debts all parochial or other local rates due from the company at the relevant date and having become due and payable within twelve months next before that date. Those two sections are the only two sections of the Companies Act, 1929, which have any bearing on the case, and, though there are at least two Acts and numerous sections dealing with rating, and de-rating, which do, or may, affect the question, it will not, I think, be necessary to deal with them to any great length.

Now for the facts. The Airedale Garage Co. Ltd. created debentures containing a floating charge in favour of the plaintiff bank. The debentures contained a power, in certain events, to appoint a receiver, and this power the bank exercised on the 28th January, 1931, a date which is a very material one. About a week later the same person was appointed receiver in an action to enforce the security created by the debentures, but this is not of any importance, except that it shows how the matter was brought before the court. The company was not in course of being wound up at the date of his appointment, and consequently ss. 78 and 264 applied to the receiver.

On his appointment the receiver found that a distress for rates had been levied, and this distress he paid out, and entered into possession. The result of making this payment was that the rates, which were payable to the Corporation of Bradford, were paid, as then assessed, down to the 31st March, 1931, that is, a date subsequent to the appointment of the receiver, and on making it, the receiver had then paid all parochial or other local rates due from the company at the relevant date and having become due and payable within twelve months next before that date. But this did not conclude the matter, for reasons which will appear below.

The practice of the corporation is to make a rate for the year from the 1st April to the ensuing 31st March, and in this particular case the rate had been made on an assessment which was very low, by reason of the fact that the premises in question had been what is popularly termed "de-rated" as an industrial hereditament. Whether in fact it was an industrial hereditament within the meaning of the appropriate Act is a question which seems to have been hotly canvassed at the date of the appointment of the receiver, and the Revenue officials (who are the people concerned because they have, in effect, to pay the difference between the two rates) disputed the proposition. The matter was, however, allowed to remain in abeyance pending a decision of the appropriate tribunal on this important point, but eventually the House of Lords quieted the point in favour of the contention of the Revenue.

As a result of this the de-rating was cancelled, and on the 28th September, 1931, the receiver was notified of this cancellation ; on the 13th November, 1931, a revised demand for rates at the non de-rated assessment of the premises in respect, *inter alia*, of the year 1930-1931, was served, and the corporation claimed that the apportioned part of the increase of rate for the period 1st April, 1930, to 28th January, 1931 (the date of the appointment of the receiver), was payable by the receiver under ss. 78 and 264 as a preferential debt. A summons was accordingly taken out in the debenture-holders' action to determine the point, and Eve, J., decided against the corporation, but the Court of Appeal reversed this decision.

Such being the facts, it seems necessary to a proper understanding of the result to make some effort to cut a way through the tangle of legislative undergrowth which surrounds the main principles of the law of de-rating. There were two statutes referred to in this connection, the Rating and Valuations Act, 1925, and the Local Government Act, 1929. It is by no means easy to give any short résumé which will include all the appropriate sections, for there are many which have a possible bearing on the case ; but perhaps the most relevant are ss. 36 and 37 of the earlier Act, and sub-paras. (3) and (4) of para. 1 of Pt. II of the Ninth Schedule to the later Act.

Section 36 (2) is to this effect, that, where, in pursuance of s. 35 (which need not here concern us, because this section is applied by a later section, to which I shall refer in a moment) there is made in the valuation list an alteration which affects the amount of any rate levied in respect of any hereditament in accordance with the list, the difference, if too much has been paid, shall be repaid or allowed, or, if too little has been paid, shall be paid, and may be recovered as if it were arrears of the rate. Section 37 confers a power on any person aggrieved by anything in the valuation list to make a proposal for its amendment, and, by sub-s. (10), provides that an amendment made in pursuance of the section is to be deemed to have had effect as from the commencement of the period for which the rate was made, and the provisions of s. 36 (2) are to have effect accordingly.

Sub-paragraphs (3) and (4) above referred to provide that any amendment of a special list (which is the list showing de-rating) made in consequence of any objection not determined until after 30th September, 1929, should be deemed to have been made on that date and should have effect as if made in consequence of a proposal for amendment served upon the rating authority on or before 30th September, 1929. I have no space left to deal with the judgments now, and this must be left to next week.

(To be continued.)

A Conveyancer's Diary.

Powers of Attorney.

I HAVE often wondered about the effect of s. 124 of the L.P.A. regarding powers of attorney and how far that section protects a purchaser. The position of an attorney and of anyone who deals with him is not quite so well defined as might be expected considering that there are six sections of the Act devoted to it. That being so, it might have been thought that the whole matter had been covered so that there could never arise any difficulty which the Act had not provided for.

I am afraid that that is not so. There remain questions to be decided which, so far as I know, have not yet been the subject of any judicial decision.

There are two sections of the L.P.A., 1925, which, in effect, re-enact similar provisions in the C.A., 1882.

Section 126 of the L.P.A., 1925 (reproducing s. 8 of the C.A., 1882), deals only with powers of attorney given for valuable consideration, and provides that if such a power is expressed to be irrevocable then, in favour of a purchaser—

"(i) The power shall not be revoked at any time, either by anything done by the donor of the power without the concurrence of the donee of the power, or by the death, disability or bankruptcy of the donor of the power."

Then follow ancillary provisions making secure any person dealing with the donee of the power.

I need only say that so far as regards powers of attorney given for valuable consideration there is the fullest protection given to those dealing with the attorney.

Now I come to powers which are not given for value. It is with regard to such powers that difficulty may arise.

Section 127 of the L.P.A., 1925 (reproducing s. 9 of the C.A., 1882), enacts :—

"(1) If a power of attorney, whether given for valuable consideration or not, is in the instrument creating the power expressed to be irrevocable for a fixed time therein specified, not exceeding one year from the date of the instrument, then, in favour of a purchaser."

Then follow provisions which protect a purchaser in almost all conceivable circumstances. I need only state those provisions shortly as (i) The power shall not be revoked for the fixed time ; (ii) Any act done within the fixed time by the donee shall be as valid as if anything done by the donor or the death, disability or bankruptcy of the donor had not been done or happened ; and (iii) Neither the donee of the power nor any purchaser shall be prejudicially affected by notice of anything done by the donor of the power within that fixed time or of his death, disability or bankruptcy.

There is only one observation that I have to make on this section. Suppose that a power of attorney is expressed to be irrevocable for a fixed time exceeding one year. Is such a power within the section *pro tanto ?* That was a question which I had to consider lately, and I thought not, although I do not see why the Act should not have provided for such a contingency.

I must now revert to s. 124, because, although sub-s. (1) of that section reproduces in part s. 47 of the C.A., 1881, sub-s (2) is "new" (as the annotators say). It is upon sub-s. (2) that I particularly wish to comment, and I cannot see how I can do so without setting out sub-s. (1) which reads :—

"(1) Any person making any payment or doing any act, in good faith, in pursuance of a power of attorney, shall not be liable in respect of the payment or act by reason that before the payment or act the donor of the power had died or become subject to disability or bankrupt, or had revoked the power, if the fact of death, disability, bankruptcy, or revocation was not at the time of the payment or act known to the person making or doing the same."

So far so good—that protects the attorney. Then there is sub-s. (2) :—

"A statutory declaration by an attorney to the effect that he has not received any notice or information of the revocation of such power of attorney by death or otherwise shall, if made immediately before or within three months after any such payment or act as aforesaid, be taken to be conclusive proof of such non-revocation at the time when such payment or Act was made or done."

Now, what does this sub-section mean ? A statutory declaration by an attorney that he has received no notice of revocation by death or otherwise is to be accepted as conclusive proof, not, it will be observed, that he has received no such notice, but "of such non-revocation." I do not know to what the word "such" refers, as "non-revocation" does not appear in the sub-section.

I can only suppose that the sub-section means that a statutory declaration made by an attorney (even three months after the event) that he knows of nothing (death or otherwise) which would revoke his power to make any payment or do any act is conclusive that the power has not by death or otherwise been revoked.

Let us see what the effect of this is. A, by deed, gives a power of attorney to B to sell his land, and to execute any conveyance for that purpose. There is no statement in the deed that the power is to be irrevocable for a year or for any fixed period. B conveys the land to C, who in reliance on the power of attorney pays the purchase money to B. It transpires that A died before the date of the conveyance. Then B makes a statutory declaration that he did not know of A's death at the date of the conveyance. Does C acquire any title to the land ? I think not. Can C call on the personal representatives of A to complete his title by conveying to him ? I think not, unless it can be shown that B entered into a contract to sell to C before A's death. In such circumstances what remedy has C ? He has no title to the land ; he cannot sue A's representatives for specific performance of a contract which was never entered into by A during his lifetime or by anyone authorised by him. C might perhaps recover against B the amount of the purchase price as money paid for a consideration which had wholly failed. That right of action might, however, prove to be poor consolation.

I notice that the learned editors of "Wolstenholme" observe with reference to this sub-section : "It is still necessary for a purchaser taking a conveyance under a power of attorney not made in accordance with ss. 126 or 127 to ascertain that, at the time of the execution of the conveyance, the power had not been revoked by the death of the vendor or otherwise. But this section enables the attorney to give a valid discharge for the purchase money, so that where the contract is binding on the vendor the purchaser would obtain a good equitable title. The legal estate would remain outstanding if the power had been revoked, but if the vendor were dead a conveyance could be obtained from the personal representatives."

With the greatest respect to the learned editors of the textbook referred to, I do not find that note very helpful.

Suppose that there is no "contract binding on the vendor" ? That is, suppose the attorney conveys without any previous contract, and after the death of the principal ? Would his principal's personal representatives be bound to convey unless they had received the purchase money ? I doubt it.

I look upon s. 124 (2) as a trap for the unwary. It is, however, a trap into which it seems a purchaser may be forced without any means of escape. Even if a purchaser knew that the declaration offered by the attorney was in fact untrue, it appears that the purchaser would be bound to accept it according to the strict reading of the sub-section, for there are no such saving words as "unless the contrary appears." What the sub-section really amounts to, as it seems to me, is that a purchaser must take the risk of the attorney making a declaration which (whether he knows it or not) is in fact

untrue. If it turns out to be untrue so much the worse for the purchaser. I can see no justification for the suggestion that he gets a good title in equity in such circumstances as those which I have supposed. At any rate the question is by no means free from doubt.

Landlord and Tenant Notebook.

Landlord's Acceptance of Money After Expiration of Tenancy.

In a question put to the Minister of Health, a Member of Parliament recently urged the abolition of "the rule that acceptance of rent after notice to quit waives the notice," at least in respect of dwellings decontrolled by the Rent, &c., Restrictions (Amendments) Bill now under consideration. (See THE SOLICITORS' JOURNAL, 31st December, 1932, p. 920.)

I do not cavil at the language of the question, which is undoubtedly language in everyday use; but without irrelevance I may observe that the phrase which I have put between quotation marks contains no fewer than three instances of inaccurate, if convenient, expressions, all used in one branch of the law. For "acceptance of rent" means, in this connection, acceptance of a sum of money paid as rent; a notice to quit means a notice to determine a tenancy; and a notice to determine a tenancy can, as was pointed out by Shearman, J., in *Davies* v. *Bristow*, *infra*, no more be waived than can the effluxion of time!

When the first of these truths is realised, it is not surprising that the "minor amendment of the law," contained in s. 16 (3) of the principal Act, by which acceptance of rent by a landlord for a maximum period of three months after the expiration of a notice to quit given by him shall not be deemed to prejudice any right to possession, has proved otiose. For the fundamental principles underlying the rule objected to are not principles of the law of landlord and tenant in particular. The two rules which operate are a rule of evidence and a rule of contract; both, I may say, common-sense rules, to which no M.P. would object. A man hands a newsagent the price of the current number of the "Eatonswill Gazette," and asks for a copy; the newsagent takes the money; would not any jury infer that the newsagent had agreed to supply a copy of the "Eatonswill Gazette," and would not any judge strike out a pleading, if action were brought on the agreement, that the vendor had supplied or offered to supply a copy of the "Eatonswill Independent" or had merely credited the intending purchaser's account which at the time showed a balance in the newsagent's favour? Add to this the factor that a court of law is naturally loath to find that a man is a trespasser if his occupancy can be otherwise explained.

Admittedly the courts when asked to apply these principles to cases of holding over have not always acted consistently; Sankey, J. (as he then was), said in *Hartell* v. *Blackler*, *infra*, that the question was one which had agitated the profession for very many years, and could not be said to be definitely decided; and if a clear statement of the rule rather than its abolition were advocated there would be more to be said for the plea. And, unfortunately, a conflict between two authorities at the end of the eighteenth century, which had almost sunk into oblivion during the comparative unanimity manifested in the nineteenth century, was revived by the apparent irreconcilability of two decisions which arose out of the Rent, &c., Restriction Act.

The older cases are *Doe d. Cheny* v. *Batten* (1775), 1 Cowp. 243, and *Goodright d. Charter* v. *Cordwent* (1795), 6 T.R. 219. In the former the lessor had given the tenant, who held at will, a quarter's notice to quit expiring at Michaelmas. The tenant refusing to go, he sued in ejectment, laying the necessary fictitious demise at 30th September. After the tenant had pleaded, he received from him the Christmas rent. Lord Mansfield, reviewing upon further consideration his own decision in favour of the tenant, came to the conclusion that these facts were only evidence of a new tenancy. But in considering this authority, it is necessary to remember the role played by Mr. Doe in those days, and the fact that the landlord had, when he issued his writ, an immediate right to possession. This makes Lord Mansfield's reasoning, which emphasises the fact that the lessor had a statutory right to double rent, seem less irrelevant than it would have seemed in a case in which "rent" had been received before action brought. The learned Chief Justice also based his judgment on the principle that what mattered was *quo animo* the rent was *received*: adding "*and* what the real intention of *both* parties was"; but for the addition, there would be rather a surprising departure from the maxim *solvitur in modo solventis*. In the other case, the jury had found that money paid after a notice to quit had expired was *received* as rent, so the decision is of no assistance as a direct authority; but Kenyon, C.J., said he declined to assent to the doctrine propounded in *Doe d. Cheny* v. *Batten*, according to which a man might be both tenant and trespasser at the same time!

The outstanding decision in the 19th century was that in *Tayleur* v. *Wildin* (1868), L.R. Ex. 303, in which the guarantor of the rent of a yearly tenancy succeeded in establishing that this liability no longer continued after a notice to quit had expired though "waived." The significance of this decision for present purposes lies in the fact that consent of both parties was held to be an essential feature of the waiver, i.e., of the new *agreement*.

I leave out of consideration, for a moment, certain decisions arising out of forfeiture cases, which played an important part in the conflict when renewed, namely, when a Divisional Court, in *Davies* v. *Bristow*, *Penrhos College* v. *Butler* [1920] 3 K.B. 428, decided not to follow a decision arrived at a few months earlier by another Divisional Court in *Hartell* v. *Blackler* [1920] 2 K.B. 161.

The facts in the earlier case were that the plaintiff had bought a house which had been let and the tenant of which (who duly evacuated it) had sub-let the lodge to the defendant, who refused to go and who sent a postal order for an amount representing rent, describing the payment as such. This the plaintiff's solicitors acknowledged, qualifying their acknowledgment by stating their client did not recognise the defendant as her tenant, and that they retained it on account of use and occupation. It was held, following *Croft* v. *Lumley* (1885), 5 E. & B. 648, that money was paid according to the expressed will of the payer, not of the receiver, and that the plaintiff had no right to take the money otherwise than as rent. In *Davies* v. *Bristow* the lessor had acknowledged a cheque sent as rent and had asked for more; on this I might observe that the dispute was as to quantity rather than to character, but the circumstance that in *Penrhos College* v. *Butler* the landlords apparently pocketed two gales of rent while disputing the tenant's right to occupy. At all events, in these cases it was held that: (1) The court had, in the former case, done wrong in applying *Croft* v. *Lumley* and other forfeiture cases, for a forfeiture could, and a notice to quit could not, be *waived*; (2) acceptance of rent of houses within the Rent, etc., Restriction Acts raised no irrebuttable presumption, for the landlord had no choice but to accept the position. *Hunt* v. *Bliss* (1919), 36 T.L.R. 74, in which a tenant who had given notice was held to be entitled to change her mind and stay on, bore this out.

With all due deference, I cannot reconcile the first ground with fundamental principles; for whether a landlord waives his right to end a tenancy or creates a right to a new tenancy seems immaterial; the gist of the matter is that he *recognises* a tenancy, and if the tenant pays money as rent and he accepts it the inference seems irresistible. Indeed, the point was dealt with in *Hartell* v. *Blackler*, and Bailhache, J., observed that in both cases the question was: Has the landlord admitted that the tenant remains in occupation as tenant? To revert

to the homely example suggested, the newsagent undertakes to supply the " Gazette " whether an arrangement by which he reserved the paper for that customer every week has expired or whether a right to cancel it has arisen.

But the second ground, which was never introduced into the arguments in *Hartell* v. *Blackler*, is more easy to reconcile with the fundamental principles ; for one of these is a principle of the law of contract ; the basis of contract is agreement ; and the rent payable by a statutory tenant, though called rent in the Acts, differs from rent payable in other cases in that it is not fixed by agreement. Nor is the " tenant's " right to occupy created by agreement, and the court has not to choose between finding him a trespasser and finding a proper tenancy. Hence, if a landlord of premises within the Act, receiving from a sitting tenant a sum which the payer describes as " rent," accepts that sum, his action affords little evidence of an agreement to grant a new tenancy or recognise an old one.

I may add that when *Croft* v. *Lumley*, *supra*, came to be discussed in the House of Lords (who actually held that there had been no breach of covenant to waive), Lord Wensleydale suggested that if a landlord intimated that he accepts money paid as rent as something else, the tenant's failure to demand its return would be evidence that he accepted the status of a trespasser. But such a proposition reminds us of the rule that mental or uncommunicated assent does not amount to acceptance illustrated by the story of Felthouse, his nephew, the horse and the auctioneer, so graphically recounted by Sir William Anson in his work on the Law of Contract (*Felthouse* v. *Bindley* (1862), 11 C.B. (N.S.) 869).

Our County Court Letter.

THE LANDLORD AND TENANT ACT, 1927.

In the recent case of *Cleland* v. *Wilding*, at Shrewsbury County Court, the plaintiff claimed a renewal for fourteen years of a lease of a boot shop at a yearly rent of £225, the defendant's case being that the renewal should be for seven years at a rent of £275. The plaintiff's case was that (1) in 1919 he had spent £1,000 on fixtures, and the lease (which reserved a rent of £150 a year) would expire in June, 1933 ; (2) although Shrewsbury had become an important shopping centre, the rents had reached their peak two years ago, and were now declining. The defendant's case was that (*a*) before granting the lease he had spent between £500 and £1,000 on the premises ; (*b*) the floor space was 943 square feet, the frontage 18 feet and the depth 50 feet; (*c*) the next shop only had 481 square feet, but was to be let at Christmas, 1932, for twenty-one years at a rent of £225 a year, with an option to determine at seven or fourteen years. His Honour Deputy Judge Williams ordered a renewal for ten years at a rent of £265, each party to pay his own costs.

EVESHAM CUSTOM.

The above subject was discussed in a leading article in our issue of the 11th July, 1931 (75 Sol. J. 451), and was recently considered at Evesham County Court in *Barnett* v. *Hemming*. The claim was for £7 as tenant right and ingoing on four acres, the plaintiff's case being that (1) at Michaelmas, 1930, he had agreed to become tenant of certain void land from the freeholder at 35s. an acre, subject to ploughing (by the freeholder) at 25s. an acre; (2) the defendant subsequently agreed to take over four acres as a small holding—the plaintiff to receive 35s. an acre, as compensation for giving up his right to the tenancy. The defence was a denial of the agreement, alternatively there was nothing to pay for, as the plaintiff (having taken too much land) was glad to part with four acres. His Honour Judge Roope Reeve, K.C., pointed out that (1) tenant right and ingoing were payments made by tenants, who succeeded an outgoing tenant, in respect of the latter's improvements ; (2) as the plaintiff had never had possession, he was not an outgoing tenant; (3) there was no evidence of a separate agreement to pay the amount claimed. Judgment was therefore given for the defendant with costs. It transpired that, under the custom of " setting " land, the outgoing tenant had the right to introduce a subsequent tenant, who (having paid for improvements) was virtually assured of a permanent tenancy, though not a freeholder.

THE SCOPE OF THE SILICOSIS SCHEME.

The definition of sandstone was recently considered at Walsall County Court in *Kilbride* v. *William Harrison Limited*, in which an award was claimed under the Various Industries (Silicosis) Scheme, 1928, cl. 2, para. (iia) (*a*). The applicant's case was that (1) having been employed by the respondents for seventeen years, he was certified as suffering from silicosis and tuberculosis in November, 1930 ; (2) since the 1st January, 1929, he had worked in sandstone, i.e., a substance composed of particles not less than ·05 millimetre in diameter. The respondents' case was that (*a*) their colliery contained no sandstone, as any substance in which the particles were less than ·1 millimetre in diameter was silt dust, and not sandstone ; (*b*) the ripping of roofs was done by picks, and the applicant had done no drilling or blasting since the 1st January, 1929. His Honour Judge Tebbs observed that the geologists had differed as to their definition of sandstone, but he held that (1) the samples produced were sandstone ; (2) the applicant, having been supplied with a drill, had blasted the rock on occasion, and had therefore been employed in the specified process. An award was accordingly made of 24s. a week from the 23rd October, 1931 (with costs), subject to a stay of execution for twenty-one days—on payment of £50 to the applicant, who had been without compensation for twelve months. It is to be noted that a wide definition of sandstone may enable many sufferers from bronchitis to claim compensation under the above scheme.

In Lighter Vein.

The Week's Anniversary.

Mr. Baron Alderson died on the afternoon of the 27th January, 1857, struck down suddenly in his seventieth year. The Long Vacation had seen him in perfect health and he displayed unusual force and ability when at the Liverpool Winter Assizes he presided over a scene which, as he remarked in his charge to the grand jury, had been familiar to him " for now nearly fifty years." He spent Christmas as he loved, surrounded by his children, his family and his friends. Then, early in the new year, he was attacked with sudden giddiness and unconsciousness, rallying only to sink stage by stage into quietude, lack of interest in things around him and, finally, stupor and unbroken sleep. He was buried in the churchyard of Risby, Suffolk, his brother's living. A pleasant gift of versification had added charm to a very lovable character, and by his grave may well be repeated a few lines of his " Thoughts in a Churchyard," curiously embodying the simple ideals which lay beneath the ermine :—

" Now pass we onward. Underneath the turf,
In death's calm, peaceful sleep reposing lies
A heart which erst with holy sympathy,
Instinct, and purest love to God and man,
Beat yet with trembling joy, as knowing well
The bitter root of deep indwelling sin.
* * * * *
Blest spirit ! resting from thy labours here,
Dead unto sin alone, in living hope
Thou wait'st Thy coming Lord—soon, soon to hear
His blessed summons—' Enter into joy.' "

ELY PLACE AND THE LAW.

Lawyers should regret the partial closing of St. Etheldreda's, Ely Place, for costly repairs necessitated by the decay of the ancient stonework, because, as the only remaining part of Ely House, it retains vivid memories of two great judges. Queen Elizabeth had bullied the Bishop of Ely into handing over this his town house to Sir Christopher Hatton, and it was from here that in 1585, the favourite, newly appointed Chancellor, set out in state to ride to Whitehall with a retinue of lords, judges and knights. Here he sat during term with two Masters in Chancery from two to five on Mondays, Tuesdays and Fridays, turning himself, contrary to all expectation, into a very competent judge. Here, too, he died, broken with the Queen's neglect, though, repenting too late, she visited his bedside to make his posset with her own hands. Through the lovely widow of Hatton's nephew, the house is also linked with Sir Edward Coke, her second husband, married to his misery. "He is penurious, she profuse. He loves folios and a farthing candle; she lights and revels, masques and plays. By day and night, a rout of fiddlers, dancers, wizards, lovers and magicians, pours through the galleries of her great mansion looking on the Fleet. Coke slinks in shame from the sight of all this devilry to his den in Serjeants' Inn."

PLEADINGS BY COUNSEL.

One of the rulings set out in the annual report of the Bar Council declares that a barrister instructed to draw pleadings should not delegate his responsibility to another. This is no new thing, for as long ago as 1672 in "The Practice Unfolded," a work relating to the Court of Chancery, we read: "No councillor ought to put his hand to any bill or other pleading unless it be drawn or at least perused by himself in the paper draught before it be engrossed." It goes on to say that pleadings should not be "stuffed with repetition of deeds, writings or records in *haec verba*" but should be brief without "tautoligies, multiplications of words or other impertinencies occasioning needless prolixity."

[A CORRECTION.—We are informed by a correspondent that the story concerning Lord Robertson which appeared under the heading of "Letting the Cat out" in this column of the issue of 31st December last, is apparently incorrect, as Lord Robertson died on the 2nd February, 1909, and cannot, therefore, have been alive during the crisis resulting from the budget of that year.—ED., *Sol. J.*]

Correspondence.

The Jubilee of the Law Courts.

Sir,—Perhaps comment on your note, p. 17, may be acceptable from one who was present as a little boy at the formal opening of the courts by Queen Victoria, and has since had the advantage of knowing the general opinion of the practising barristers of the time on the matter. The convenience of having the courts all under one roof was recognised, but one barrister testified that his heart sank as he penetrated behind the hoardings of the incomplete building and noted how small and cramped and inconvenient the courts were. He had just returned from a visit to Brussels, and expatiated on the roominess and comfort of those at the Palais de Justice, with the space for circulation behind the seats. The Palais de Justice stands on an eminence, but, having regard to the positions of the Temple, Lincoln's Inn and Gray's Inn, the present site of the courts chose itself, and there was no chance to erect a building dominating its surroundings. In so far as the courts themselves are at fault, however, the blame must be apportioned between the architect, who hardly consulted the profession at all in making his plans, and the Government of the day, which, to save a few hundred pounds here and there, kept interfering with them. In respect of the Great Hall, for which you express such admiration, I have always understood that, at the last moment, the Government knocked a few yards from its width in the interests of economy, and thereby spoilt its proportions. The question whether it is too narrow for its length is not, of course, one on which a lawyer as such can dogmatise. Perhaps one of your older readers can either confirm or deny the suggestion that Mr. Street's original planning of the Hall was changed. In noting the changes subsequent to the opening of the courts, you have omitted to mention the construction of the direct staircases on each side of the Hall. These render it more accessible from the courts, but, even so, it remains in use as a passage only. The probability that people with business in the courts would foregather at their doors instead of down the stairs was one with which the architect might have acquainted himself if he had consulted the opinions of those who had to do business in them. As a corridor, the Hall is simply wasted. A foreign visitor might perhaps observe that, given some water, the noblest swimming bath in Europe was here awaiting its destiny. If he happened to make the observation to Mr. Lansbury—— A. F.

Obituary.

THE HON. W. E. PERDUE.

The Hon. William Egerton Perdue, K.C., late Chief Justice of Manitoba, died on Tuesday, the 17th January, at the age of eighty-two. Born at Toronto and educated at Toronto University, he was called to the Bar in 1879, and became a Q.C. in 1889. He was made a puisne Judge of the Court of King's Bench in 1903 and Judge of the Court of Appeal for Manitoba in 1908. In 1918 he became Chief Justice, and held that office until 1930, when he retired.

MR. A. H. LEMON.

Mr. Arthur Henry Lemon, formerly British Resident, Selangor, died at Reigate on Saturday, the 14th January, at the age of sixty-eight. Mr. Lemon was educated at Merchant Taylors' School and Exeter College, Oxford, and was called to the Bar by Lincoln's Inn in 1906. He held a number of administrative posts in Singapore, Penang, and Malacca, in 1910 becoming acting legal adviser to the Government of the Federated Malay States, and Acting Colonial Secretary, Straits Settlements, the following year. He was appointed British Resident at Negri Sembilan in 1912, and at Selangor in 1919, retiring in 1921. Mr. Lemon was created C.M.G. in 1918.

MR. W. COOK.

Mr. Walter Cook, solicitor, of Twickenham, died on Monday, the 9th January, after a long illness at the age of seventy. Mr. Cook was admitted a solicitor in 1888.

MR. E. E. DEANE.

Mr. Edgar E. Deane, who was formerly in practice as a solicitor in Batley, died recently. He was for many years Official Receiver for the Dewsbury district, and clerk to the Batley magistrates. He left Batley in 1907, when he became Inspector of Official Receivers in Bankruptcy, and retired from that position in 1927.

MR. T. REVELEY.

Mr. Thomas Reveley, solicitor, of Fulwood, senior partner in the firm of Messrs. Houghton, Reveley, Craven & Wilkins, of Preston, Blackpool and Chorley, died on Saturday, the 14th January, at the age of seventy-seven. Mr. Reveley was admitted a solicitor in 1876, after serving his articles in Preston, and joined the firm soon afterwards. He was for many years Clerk to the Ribble Fisheries Board, and also Chairman of the Fulwood Branch of the Preston Conservative Association.

Reviews.

Tables of Procedure. Compiled by W. Bertram Nelson, A.S.A.A. 1933. Crown 4to. pp. 34. London and Liverpool: The Solicitors' Law Stationery Society, Limited. 2s. 6d. net., and Cloth 5s. net.

Mr. Nelson has had the useful idea of drawing up tables, showing in chronological order, the various matters which call for attention in company formation, voluntary winding up, winding up by the court, bankruptcy and deeds of arrangement. He gives the appropriate operation, and with it a reference to the section or rule under which it is required to be done. Both to the lawyer and the accountant in active practice this little book of reminders is likely to prove of substantial value; to take a practical illustration—one is instructed to form a company, and by turning to p. 5 *et seq.* of this little book one sees the various steps outlined in their proper order. With reference to the statement on p. 14 as to who can present a petition for compulsory winding up, recent events have operated as a reminder that the Industrial Assurance Commission can sometimes petition under s. 17 (2) of the Industrial Assurance Act, 1923.

Tribunal. No. 1. 1932. London: At the Office of the Howard League for Penal Reform. 2s. 4d., post free.

This new journal is a trilingual (English, French and German) review of penal reform published on behalf of a group formed at the International Penal and Penitentiary Congress held at Prague in 1930.

The first number is well done and extremely informative.

The German articles deal principally with the new draft penal code for the Reich, its guiding principles, and particular aspects such as the improved conception of responsibility.

The British contributions deal with juvenile courts, one article being on the London Juvenile Courts by Mr. A. C. L. Morrison, the Chief Clerk of those courts, and the other an account of the child guidance clinic at Highbury in its relation to the juvenile courts, by Dr. William Moodie.

Other countries give account of one aspect or another of penal matters.

The new venture deserves the attention of all interested in such matters.

Private Companies: Their Management and Statutory Obligations. By Herbert W. Jordan, Company Registration Agent, and Stanley Borrie, Solicitor. 1933. Demy 8vo. pp. xii and (with Index) 205. London: Jordan & Sons, Ltd. 5s. net.

This little book is described in the publishers' "blurb"—to import a word perhaps more frequently in use with regard to novels than learned treatises on the law—as a manual for the use of directors and secretaries of private companies. This is rather a modest claim, for it might be read with advantage—and kept—by practising lawyers and students, though it designedly contains practically no references to cases or to sections of the Act, except in the useful list of documents required to be lodged with the Registrar. These omissions undoubtedly make the book much more readable than many, and no less useful to the average director or secretary. One naturally expects a high standard, based on sound practical experience, from the authors, and one's expectations are fully realised in this admirable work.

Annual Digest of Public International Law Cases. Years 1919–1922. Edited by Sir John Fischer Williams, C.B.E., K.C., of Lincoln's Inn, Barrister-at-Law, and H. Lauterpacht, LL.D. 1932. Demy 8vo. pp. lv and (with Index) 510. London: Longmans, Green & Co., Ltd. 45s.

The volumes previously published in this series have justified its continuance. In time sequence the present volume is the first, the editors having worked both forward and backwards. When the volume for 1923–1924 is published, the work will be complete from 1919 to 1928, and will then move forward only.

The volumes are the key to a very considerable body of international case law, which must assume more and more importance as this century advances and the world shrinks. From international law, at some point in the history of the race, is to be born world law.

The volume under review contains digests of about 300 decisions of national courts of many countries dealing with public international law, and of about 50 cases decided by the Permanent Court of International Justice and other international tribunals. They cover a very wide field indeed, from the "beginning of state existence" to the highly developed international organs created since the war; nationality and the treatment of aliens, international leases, territorial waters and all the other important subjects of international law have their places.

One of the most interesting cases digested is *Republic* v. *Pantol*, in which the Polish Supreme Court affirmed the continuity of present-day Poland with the Polish State before the Partition. "States cease to exist only if the people lose their consciousness of social differentiation from the invader . . . When there disappears the tradition and the steady will to keep alive the old aspirations, beliefs and forms of community life." No subjugated people has preserved its national consciousness and steady will to nationhood better than the Poles, and it would have been surprising indeed had a Polish court expressed itself otherwise.

It is impossible to deal fully with such a work of reference as this in a brief review. The reviewer can examine in detail only particular sections and subjects with which he is momentarily concerned, and then give a glance over the whole. The present reviewer has much to do with extradition and has gone into this section with care. It is complete; the cases are conveniently classified and adequately summarised. "Dipping" elsewhere finds equally good work. The volume is a solid contribution to the library of the international lawyer; a valuable aid to anyone dealing with the subjects it covers.

Books Received.

The Law Quarterly Review. Vol. XLIX. No. 193. January, 1933. London: Stevens & Sons, Limited. 6s. net.

The General Tariff of the United Kingdom. Compiled by A. S. Harvey, H.M. Customs and Excise Department. 1933. Demy 8vo. pp. (with Index) 181. London: Sir Isaac Pitman & Sons, Limited.

Appendix to Petroleum Distribution Accounts. By Joseph Johnson, A.C.I.S., A.L.A.A. 1933. London: Gee & Co. (Publishers), Limited. 6d. net.

The French Law of Wills, Probate, Administration and Death Duties. By Pierre Pellerin, Licencie en droit of the University of Paris, and of Lincoln's Inn, Barrister-at-Law. Third Edition. 1933. London: Stevens & Sons, Limited. 7s. 6d. net.

Outlines of Local Government of the United Kingdom (and the Irish Free State). Tenth Edition. 1933. By John J. Clarke, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-Law. Crown 8vo. pp. viii and (with Index) 279. London: Sir Isaac Pitman & Sons, Limited. 5s. net.

Outlines of the Law of Housing and Planning. By John J. Clarke, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-Law. 1933. Crown 8vo. pp. xli and (with Index) 297. London: Sir Isaac Pitman & Sons, Limited. 7s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Liability for Injury to Child Trespasser.

Q. 2636. The X Corporation are the owners of a disused mill in the borough of X, which they have recently been pulling down. The corporation workmen and others have frequented the mill-yard for the purpose of executing the works and carrying away materials, and the mill-yard, which has been open during the daytime, has been frequented by children in the locality and used as a playground. Some time before the 2nd June last, the large wooden gate which stood at the entrance to the yard was removed and placed against the mill wall without any hinges or other support to keep it in position. On the 2nd June last my client's child, who is six years of age, was, with other children, playing in the mill-yard, when apparently some of the other children pulled down the wooden gate, which fell on my client's child breaking his left thigh bone. The children were, of course, trespassing on the property, and it is now desired to make the corporation liable for the injuries sustained by the child and for my client's expenses. I should be grateful if you could advise me whether it is any defence for the corporation to show that they have exhibited notices threatening proceedings against trespassers, if it could be shown that they have permitted children to play on the property without hindrance or supervision.

A. The facts of the above case, at first sight, are similar to those in *Mourton* v. *Poulter* [1930] 2 K.B. 183, in which the injured child (though a trespasser) was successful. There is this important distinction, however, that the injuries in the present case were caused by the playmates of the child. The liability will therefore depend upon whether the gate had been placed against the wall nearly upright, or whether in such a sloping position that only strenuous efforts could have caused it to fall. Even in the latter event, however, the corporation may still be held liable (in the absence of a fastening) upon the authority of *Cooke* v. *Midland Great Western Railway of Ireland* [1909] A.C. 229. In that case (as in the present) the injured child's playmates caused the accident, and from the remarks of Lord Macnaghten (at p. 235) it appears that an action against the corporation would have a reasonable chance of success.

Notice of Increase of Rent.

Q. 2637. Prior to May, 1920, our client A was yearly tenant to B of a house subject to the Rent Restrictions Act at a rent of £40 a year, landlord paying rates and keeping the house, inside and outside, in good order and repair. In April, 1920, the landlord sought to alter the rent to £39 12s. per annum, the tenant to pay rates. After some negotiations, an agreement was come to between our client and the landlord that thenceforth the rent should be £36 per annum, tenant paying rates. Ever since such agreement, this rent has been paid and accepted without question, and the rates paid by the tenant. Now, after the lapse of twelve years, the landlord seeks to reopen the matter on the ground that the rent had not been properly adjusted in 1920 according to the Acts, and should be £40 a year, tenant paying rates, and he has given the tenant six months' notice to quit, after the expiry of which the landlord says the rent will be £40 a year, tenant paying rates. This the tenant disputes. We have not discussed or examined the landlord's figures, but contend that he is bound by the agreement come to in 1920 and acted on ever since, and cannot now reopen the matter. Are we right?

A. The agreement of 1920 only remains in force so long as the same tenancy exists. On the creation of a fresh tenancy, the landlord is therefore entitled to modify the terms of the tenancy. The fact that an agreement was made in 1920 does not estop the landlord, as he may be entitled to a further increase under the Rent Acts, e.g., by virtue of an increase in the rates. To render such an increase valid, however, he must serve a statutory notice of increase in the proper form. He cannot raise the rent, even after a six months' notice to quit, merely by an informal notice that the rent will be £40 instead of £36. The justification for the increase must be set out in the appropriate notice, giving details of each item, such as improvements. It is therefore incorrect to say that the agreement of 1920 is still binding, but the landlord has not taken proper steps to reopen the matter. Unless he does so, he will fail to recover the increased rent, and (in this sense) the agreement of 1920 will therefore still remain in force.

Claim under Fatal Accidents Act.

Q. 2638. A, a bachelor, aged about forty-five, was in the habit of making his father (a widower, and who had scarcely any means of his own) an allowance amounting roughly to £100 a year. A was killed in a railway accident some months ago, and his father took out letters of administration to his estate. The net value of the estate amounted to about £9,356, which included a sum of £1,500 amount assured by an accident insurance company, and a sum of £5,000 paid under a newspaper accident policy. A claim has been made by the father, and administrator, against the railway company for compensation under the Fatal Accidents Act in respect of the accident, but the company refuse to pay anything, presumably on the ground that the father has not lost anything financially by the death of his son. We have pointed out to the company that they are not entitled to take into consideration the two sums of insurance above mentioned. Deducting these sums from the net estate, and deducting also about £400 for estate duty and costs of administration, the net estate would be reduced to £2,456, and taking the present ruling rate of interest, 3½ per cent. on this sum would bring in an income of about £86, which would not be quite sufficient to make up for the income the father formerly received from his son. Does your learned contributor consider that the father has any chance of success in an action against the company?

A. The amounts paid by way of insurance are rightly excluded from computation under the Fatal Accidents (Damages) Act, 1908, and the income from the balance of the estate shows a pecuniary loss. The latter gives rise to a claim for compensation, under the principal Act of 1846, and an action against the railway company would have a reasonable chance of success. It is presumed that the six months from the death have not expired, as, although the later Act of 1864 enables an action to be brought after six months by a dependent—he is the same person as the administrator in the present case. It is doubtful, however, whether such a technical point would prevail, as the father can sue in either capacity.

Re-admission to British Nationality.

Q. 2639. The facts in this case are that A, a male naturalised American, now about thirty years of age, who went out of this country for the first time nine years ago and there lost his British nationality by obtaining an American naturalisation, wishes to return to British nationality. By ss. 2 *et seq.*,

British Nationality and Status of Aliens Act, 1914, a person who has lost his British nationality and become an alien may be re-admitted to British nationality in the same manner and subject to the same conditions as any other alien. This entails, under Pt. II, s. 19, of the Act, one year's residence in His Majesty's dominions immediately preceding the application, and an additional four years' similar residence within the last eight years preceding the application. But apparently the Secretary of State may, if he thinks fit, grant a certificate of naturalisation although the additional four years' residence has not been within the last eight years before the application.

(*a*) If A now resides in this country for one year, will he be able to obtain a naturalisation certificate, or must he wait the additional four years ?

(*b*) Is the Secretary of State's discretion only applicable to a female British subject who lost her British nationality on marrying an alien and who wishes after the death of her husband or the marriage is dissolved to be re-admitted to her former nationality ?

A. The Secretary of State has an absolute discretion (under s. 2 (3)) to " give or withhold " the certificate, but this does not entitle him to waive the requirements of the statute by shortening the qualifying period of residence. The sub-section means that no absolute right to a certificate arises, even if the statutory conditions are complied with, but that the Secretary of State may even then " withhold " the certificate. There is no correlative power (based upon the word " give ") to grant a certificate, if the statutory provisions have not been observed. Sub-section (5) provides that " in any other special case " a certificate may be granted (even without four years' residence), but these words are governed by the opening words of the sub-section, viz. : " In the case of a woman, etc." The " other special case " refers to contingencies (apart from death or divorce expressly mentioned), such as incurable insanity, or a sentence for a long term of imprisonment, whereby the woman incurs many of the disabilities of widowhood. The specific questions are therefore answered as follows : (*a*) No ; (*b*) Yes.

Agricultural Credits Act, 1928.

Q. 2640. Farm stock has been sold by auctioneers on behalf of a tenant farmer and the net proceeds of sale amount to £202 17s. 9d. The farmer has an agricultural charge under the above Act to his bank and has authorised the auctioneers *in writing* to pay the bank the amount due to them, viz., £101 19s. The auctioneers also have notice that the farmer's landlord has agreed to release the farmer from his tenancy at Michaelmas, 1932, upon condition (*inter alia*) that the farm stock shall be sold as it has been and that all rent due to the landlord shall be a first charge on the net proceeds. The outstanding rent amounts to £206 19s. 5d. (yearly rent is £128 6s. 6d.). The auctioneers desire to know how to apply the proceeds in their hands in view of the authority given and notice of the landlord's claim. Sections 6 (2) (*a*) and 7 (1) (*b*) of the above Act impose an obligation upon the farmer whether the agricultural charge be fixed or floating to pay in sufficient of the proceeds to the bank holding the charge, but s. 8 (7) would appear to give the landlord a prior claim, but query, for a year's rent only. Information is sought as to the existence of any case law dealing with the points in question, particularly as to the meaning of s. 8 (7) of the Act.

A. We are unable to find any case bearing on the interpretation of s. 8 (7), but the meaning of that section appears to be quite clear. We think that s. 6 (1) (*a*) needs to be considered as well as the clauses mentioned above. But so far as the auctioneers are concerned, it would seem that whatever they do they are liable to attack ; and we cannot help feeling that they would be wise to notify all parties concerned and hold the net proceeds pending an order of the court.

Notes of Cases.

High Court—Chancery Division.

Wesleyan and General Assurance Society *v.* **Attorney-General.**

Luxmoore, J. 15th and 21st December, 1932.

Industrial Assurance—Profits—Distribution—Policy Holders and Shareholders—Assurance Companies Act, 1909 (9 Edw. 7, c. 49), s. 3 ; Industrial Assurance Act, 1923 (13 & 14 Geo. 5, c. 8), ss. 2, 12 and 14.

The Wesleyan and General Assurance Society, established in 1841, had since 1878 carried on with success as a separate department the business of industrial life assurance. Prior to 1931 it had transferred a large sum from the profits of the industrial fund to the ordinary fund for the benefit of ordinary life policy holders. In that year this was directed by the Industrial Assurance Commissioner (Chief Registrar of Friendly Societies) to be re-transferred. The plaintiffs claimed in this action declarations that on the true construction of s. 3 of the Assurance Companies Act, 1909, as applied by s. 12 of the Industrial Assurance Act, 1923, the direction was ill-founded and need not be complied with and that they were entitled to carry the surplus of their industrial assurance fund to any reserve, special or general, and to divide the balance of the divisible profits of that fund by way of bonus among the society's members.

Luxmoore, J., in giving judgment, referred to the Industrial Assurance Act, 1923, ss. 2, 12 (1) and (3) paras. (*a*) and (*b*) and 14, and said that the Act added industrial assurance to the five special classes of insurance business dealt with by the Assurance Companies Act, 1909. His lordship read s. 3 (1) and (2) of that Act, and said that the Defendant argued that the section required all receipts of an assurance company from one class of business to be segregated, nothing being debited against those receipts but claims in respect of policies issued in connection with that class of business and the proper proportions of expenses and management attributable to that class of business, and that nothing can be taken from those receipts save as bonus addition to holders of policies issued in respect of that class of business. By itself the literal meaning of the section might *primâ facie* support this view, but the Act must be read as a whole. Its object was to provide security for the policy holders in each class dealt with and not to prevent assurance companies from distributing profits. The provisions of the Act clearly contemplate that profits may be distributed. Moreover, paras. 8 and 9 of Form A of the Fourth Schedule contemplate the distribution of profits among shareholders and policy holders. Deduction from any assurance fund of any profit which it is desired to distribute among those entitled to profits is not forbidden. It is only specified that each particular fund is to be the security of the policy holders in the particular class of assurance business to which it is applicable. If it is sufficient, there may be distribution among policy holders and shareholders. The plaintiffs are entitled to the declarations asked for.

Counsel : *Gavin Simonds*, K.C., *Gordon Brown* and *Blanco White ; The Solicitor-General* (Sir Boyd Merriman, K.C.), *Stafford Crossman*.

Solicitors : *Field, Roscoe & Co.*, for *A. H. Coley*, of Birmingham ; *Treasury Solicitor*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Shuttleworth *v.* **Leeds Greyhound Association Ltd. and Others.**

Lord Hewart, C.J., Avory and Branson, JJ.
16th December, 1932.

Gaming—Greyhound Racecourse Totalisator—Illegal—Betting Act, 1853, s. 1.

This was an appeal by Irwin Shuttleworth by way of case stated by the stipendiary magistrate for the City of Leeds.

The question involved was whether the keeping of a totalisator on a greyhound racing track constituted an offence against s. 1 of the Betting Act, 1853. The respondents, the Leeds Greyhound Association, Ltd., were charged on informations laid by the appellant alleging that they, being the occupiers of a totalisator at the Leeds Greyhound Racecourse, in March last, unlawfully permitted it to be used by other persons for the purpose of money being received on behalf of such other persons as the consideration for an undertaking to pay thereafter money on a contingency relating to a greyhound race, or for securing the payment by other persons of money on such a contingency, contrary to the Betting Act, 1853, s. 1. The respondents, C. Ridley Sutcliffe and Mark Barker, employees of the company, were charged with aiding and abetting. It was admitted that the respondent association were occupiers of the totalisator, and the magistrate found that they had permitted the keeping of a "place." The magistrate, however, found that it was not a "place" within the mischief of s. 1 of the Betting Act, 1853, although the association had permitted the use of a place for distributing bets by the betting public and had taken percentages therefor, and he dismissed the informations.

Lord HEWART, C.J., in giving the judgment of the Court, said that on the facts the magistrate had held that no offence against s. 1 of the Betting Act, 1853, had been committed by the respondents, and the question was whether he was correct in so holding. The answer to that question was best arrived at by turning to the Act itself and then examining the authorities in which the construction to be placed on it had been discussed. The language of s. 1 of the Act was somewhat involved. It would tend to clearness if it was dissected and words not applicable to the present case were omitted. So treated, the section read as follows: "No place shall be kept (1) for the purpose of the occupier thereof betting with persons resorting thereto, or (2) for the purpose of any money or valuable thing being received by or on behalf of such occupier as aforesaid—(*a*) as or for the consideration for any assurance, undertaking, promise, or agreement, express or implied, to pay or give thereafter any money or valuable thing on any event or contingency of or relating to any race, or (*b*) as or for the consideration for securing the paying or giving by some other person of any money or valuable thing on any such event or contingency as aforesaid." The first question of construction which was raised was as to the effect of the words "such occupier as aforesaid." In their lordships' opinion, the words were used to avoid repeating at length the words in the first part of the section, "owner, occupier, or keeper, or any person," etc. The first part of the section specified (*a*) the place, (*b*) the persons who, in a variety of capacities might be using it, and (*c*) a purpose for which it might not be used. The second part—introduced by the alternative "or"—specified the same variety of capacities in which a person might be using the place, but different purposes for which the place might not be used. The section concluded by declaring that a place kept for the purposes aforesaid or any of them should be a public nuisance. It was not and could not be contended that the respondents had committed any offence against that part of the section which was marked "1" in their lordships' dissection of it. The operators of a totalisator, however, did receive money, and, if they received it as the consideration for any promise, express or implied, to pay any money thereafter to anyone on any event or contingency of or relating to a race, the place which they keep for the purpose of so receiving the money was, in their lordships' opinion, within the ordinary meaning of the language used in that part of the section which was distinguished above as "2 (*a*)." The consideration for the receipt by them of the money was their undertaking or promise that they would thereafter pay money to such person or persons as the event of the race should entitle to receive it. Unless, therefore, any limitation was to be placed on the plain language of the section the facts established an offence against that part of it which they (their lordships) had distinguished as "2 (*a*)." His lordship then referred to a number of authorities, and concluded by saying that they were of opinion that the respondents had committed the offence with which they were charged under the first of the two summonses, and the case must go back to the magistrate with the direction to that effect. The appeal would be allowed, and in their view the proper course was that the magistrate should adjudicate on the first summons and adjourn the second summons *sine die*.

COUNSEL: *Comyns Carr*, K.C., and *Gilbert Beyfus*, for the appellant; *Sir William Jowitt*, K.C., and *Dingle Foot*, for the respondents.

SOLICITORS: *Edmond O'Connor & Co.*; *Garland Wells & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In re the Appeal of Alfred E. Dodds; *In re* McManus.

Roche, J. 11th January.

NATIONAL HEALTH INSURANCE—ACROBAT ARTISTE—NOT EMPLOYED BY WAY OF MANUAL LABOUR—NOT AN INSURED PERSON—NATIONAL HEALTH INSURANCE ACT, 1924 (14 & 15 Geo. 5, c. 38).

Case stated under s. 89 of the National Health Insurance Act, 1924, from a decision of the Minister of Health.

The facts proved or admitted were as follows: Hugh McManus, the respondent, professionally known as "Mack," was employed together with one David Thomson, professionally known as "Thom," by Alfred E. Dodds as from the 10th December, 1928, as an acrobatic entertainer in a revue called "Something New Revue," which was on tour in the United Kingdom. McManus was employed to execute an acrobatic turn with his partner necessitating the use of legs, hands, arms and body, and involving a considerable amount of muscular exertion. The work required considerable strength and skill in balancing. No apparatus was used by "Thom" and "Mack," and they did not talk while executing their turn. The Minister of Health held that the respondent was employed by way of manual labour and was therefore an insured person under the Act, irrespective of the amount of his remuneration. Dodds now appealed from the decision of the Minister.

ROCHE, J., said that the appeal was on a question of law only. But on the facts he could find no evidence to support the decision of the Minister of Health. It was clear that McManus was both an acrobat and a clown. What the two artistes did in their performance involved not only physical exertion but dexterity. It would be a misnomer to say that in the performance McManus was engaged in manual labour. The test to be applied was whether the individual was exercising the work of his hands or some other power or quality. The appeal must be allowed and a certificate issued that McManus was not an insured person under the National Health Insurance Act, 1924.

COUNSEL: *A. W. Elkin*, for the appellant; *Harold Murphy*, for the respondent.

SOLICITORS: *Gisborne & Co.*; *Solicitor to the Minister of Health.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Bryce *v.* Bryce.

Lord Merrivale, P. 15th December.

EVIDENCE—DIVORCE—DOMICIL—TRIAL OF ISSUE—HUSBAND'S DECLARATIONS OF INTENTION—ADMISSIBILITY—EXCEPTION TO COMMON LAW RULE—"LOWEST SPECIES OF EVIDENCE."

In the course of the trial of this issue as to domicil arising out of a wife's petition for dissolution, the court had to consider the admissibility of declarations of intention in the following circumstances: The husband denied the allegations in the petition and set up a domicil of choice in France. The

husband was born and educated in England and served with distinction in the British army. Prior to the marriage at a London register office in 1919 and to the Great War, the husband had spent many years abroad, mainly in Johore and in South America. He alleged that there had been an agreement with his wife before marriage that they should always live in France. This was denied by the petitioner. The evidence of the husband, an invalid at present living in Switzerland, was taken on commission, and was to the effect that from time to time he had made declarations to friends of his intention to live the rest of his life in France, and friends were called to prove these declarations. Counsel on behalf of the petitioner objected to their admissibility and submitted that the court should find that the husband had never lost his English domicil of origin and that there had been no such agreement before marriage as alleged.

Lord MERRIVALE, P., in the course of giving judgment, said that, on the facts, the respondent had not established that he had relinquished his domicil of origin. It was a nice question whether the evidence of some friends of the respondent of declarations of intention on his part, which the court had received *de bene esse*, were admissible. The common law rule was that statements of a living person as to his intentions could not be received unless they were against his interest. The question of domicil, however, was a question not only of mutual private interests but of public concern. The case of *Brodie* v. *Brodie* (1861), 4 L.T. Rep. 307, was, at any rate, some authority for giving weight to the evidence of the respondent's friends. The court had considered that evidence in the light of the authorities on the weight to be attached to declarations of intention. In *Hodgson* v. *de Beauchesne* (1858), 12 Moo. P.C.C. 285, at p. 325, they were described by the court as "the lowest species of evidence." There would be judgment on the issue for the wife, with costs.

COUNSEL: *Bayford*, K.C., and *T. Bucknill*, for the wife petitioner; *Fergus Morton*, K.C., and *F. L. C. Hodson*, for the husband respondent.

SOLICITORS: *Lewis & Lewis; Druces & Attlee.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Societies.

Blackburn Law Students' Debating Society.

Sir Thomas Inskip, K.C., M.P., the Attorney-General, gave a lecture to a number of law students in the Magistrates' Room, Blackburn, on Wednesday, 21st December last, on the subject of "The Ideals and Conduct of a Lawyer." There were about eighty students present, being members of the Bolton, Preston, Burnley and Blackburn Law Students' Debating Societies.

The Right Worshipful the Mayor of Blackburn (Mr. Alderman W. Kenyon, J.P.) was in the chair, and he was supported by the President of the Blackburn Law Students' Debating Society (Mr. Hy. Whittaker), the Magistrates' Clerk (Mr. T. J. Backhouse), and Mr. Robert Ferguson.

Sir Thomas Inskip began his address by saying that it was necessary that anybody who was going to become a member of the legal profession should have a good conceit of himself, as a member of a very great profession. Lawyers had played a great part in the history of the nation, and claimed to have a standard of honour second to no other profession. It was all very well for people to criticise lawyers; few people who really knew the history of the nation would deny that, if it had not been for lawyers, their liberties and privileges would be very much less than they were to-day. He went on to say that he would advise any lawyer to understand from start to finish that it was his client's case and not his own. Clients were sometimes troublesome, and were very often incapable of telling a coherent story about their case. Lawyers should try to see through the eyes of the man whose case it was, as it was the client's point of view which mattered, and which should be studied. The next task of a lawyer was to secure his client's confidence by showing himself to be worthy of it. One of the greatest qualities of a lawyer was to be able to inspire confidence.

Another important part of a lawyer's duties was sometimes to be an advocate. When entrusted with the conduct of a case, either as adviser or advocate, it was their duty even at the cost of great personal inconvenience to give it the close and unremitting attention which their client might reasonably expect them to give.

Advocates should remember that they had a duty to the court. This was of great importance. The administration of the law in this country went a longer way towards perfection than any other country's system, partly, he believed, because the bench placed complete confidence in those who appeared before them. It was in their own interest that they should be respectful to the court. He knew himself that it was many years before he acquired the habit, which only hard experience taught him he must acquire, if he was to be at all successful, of controlling his temper, whenever he had an irritable opponent. It was one of the very first qualities that they should all try and cultivate, and it was just as important out of court in the conduct of discussion with the lawyer who represented the client on the other side, as it was in court. To be irritable, to show irritation to an opponent, was a great defect in a lawyer and unworthy of the practice of their profession. It was still more essential for the advocate to be respectful towards the witness, who, generally speaking, was one who had come at considerable inconvenience, in order to play his part in the administration of justice. No matter how humble the witness might be or whether he was uneducated or highly cultured, every man who went into the witness box was entitled to be treated with courtesy.

So far as cross-examining was concerned, he recalled one rule laid down by Sir H. Stevens, a great authority, who said "Never, never, never cross-examine unless you know the answer." If all advocates practised that rule, cross-examination would not be so difficult. Far more mistakes were made by asking too many questions in cross-examination than too few.

Sir Thomas ended by wishing them success in their profession and said that in this country they were very happy in the respect which was paid to the law; they should remember that it largely depended on them whether that would continue to be the case.

At the conclusion of the lecture, a hearty vote of thanks was accorded to the Attorney-General on the motion of Mr. G. W. W. Bunting, seconded by Mr. J. D. Forbes.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held on the 11th January, at The Law Society's Hall, Chancery-lane, Mr. E. R. Cook, C.B.E., in the chair. The other directors present were: Sir A. N. Hill, Bart., Sir R. W. Poole, Sir E. F. Knapp-Fisher, and Messrs. E. E. Bird, A. C. Borlase (Brighton), P. D. Botterell, C.B.E., E. Bramley (Sheffield), N. T. Crombie (York), T. S. Curtis, E. F. Dent, A. G. Gibson, G. Keith, C. W. Lee, C. G. May, H. A. H. Newington, E. C. Ouvry, and H. White (Winchester). £1,001 was distributed in grants of relief; eighteen new members were elected; Mr. A. J. Cash (Derby) and Mr. G. E. Longrigg (Bath) were elected directors; and other general business transacted.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 13th January. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.19 p.m. In public business Mr. D. Walker Smith moved: "That, in the opinion of this House, the spirit of internationalism has increased, is increasing, and ought, in the best interests of the British people, to be diminished." Mr. Brian Davidson opposed. There spoke to the motion Mr. Roskill, Mr. Mayers, Mr. Menzies, Mr. Stride (Hon. Sec.), Prince Lieven, Mr. Cooke, and the hon. proposer in reply. On a division the motion was lost by one vote. The house stood adjourned at 10.40 p.m.

Law Students' Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, 17th January (chairman, Mr. P. H. North Lewis), the subject for debate was: "That this House would welcome easier divorce."

Mr. T. Kenyon opened in the affirmative; Mr. L. J. Frost opened in the negative. The following members also spoke: Messrs. R. J. A. Temple, E. M. Woolf, C. E. Lloyd, R. Langley Mitchell, E. L. Hayes and A. L. Ungoed Thomas.

The opener having replied, the motion was carried by five votes. There were sixteen members and five visitors present.

University of London Law Society.

A joint debate with the University of London Union was held on Tuesday, 17th January, in London University, Gower-street. Mr. J. C. Hales presided. Prior to the debate those present rose in silence as a tribute of respect to the memory of the late Mr. J. L. S. Hatton, vice-chancellor of the University of London.

The motion for debate was: "That organised religion is the only solution of the present world crisis." Mr. W. G. Williams proposed and Mr. Mescal seconded. The motion was opposed by Mr. Miller and Mr. Kitchin.

The following took part in the discussion: Messrs. J. Wood, K. K. Bhattacharya, Watson, Helman, Goodman, F. E. C. Wood, Gower, Hobley, Chary and Miss Pearce.

The motion was carried by seventeen votes to ten.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11 Chandos-street, Cavendish-square, W.1, on Thursday, the 26th January, at 8.30 p.m., when a communication will be made by Godfrey Carter, Esq., M.B., Ch.B., M.R.C.P. (Edin.), on (1) "An Unusual Case of Fractured Spine," and (2) "A Case of Prussic Acid Poisoning," which will be followed by a discussion. Members may introduce guests to the meeting upon production of the member's private card.

The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 18th January. The President (Mr. Alexander Ross) was in the chair and there were seventeen members and visitors present. Mr. Brian Winch proposed: "That a national scheme for slum clearance should be provided for in the Budget." Mr. J. H. Coram opposed. There spoke in favour of the motion Mr. H. Sweeney, Mr. Geoffrey Beaumont, Mr. Kenneth Ingram and Mr. C. Rivington (visitor), and against, Capt. Ellershaw, Mr. Hurle Hobbs, Mr. M. C. Hay and Mr. A. T. N. Bellamy. The hon. proposer having replied, the House divided, and the motion was carried by one vote.

The subject for debate on Wednesday, 25th January, will be: "That immediate steps to abolish all military aviation should be taken."

ANNUAL DINNER.

The Annual Dinner will be held on Thursday, 16th February, at 7.45 p.m. for 8 p.m. at the Trocadero Restaurant, Piccadilly-circus, W.1. The following will be present as guests of the Society: The Right Hon. Sir Herbert Samuel, P.C., M.P., Sir Josiah Stamp, G.B.E., and Mr. Duff Cooper, D.S.O., M.P. Tickets, 10s. 6d. each, exclusive of wines, may be obtained from the Hon. Secretary, Mr. S. R. Lewis, 3, King's Bench-walk, Temple, E.C.4.

The United Law Society.

A meeting of the Society was held in Middle Temple Common Room on 16th January, Mr. Horace S. Palmer in the chair. Mr. George Bull proposed: "That in the opinion of this House all places of amusement should be permitted to be open on Sundays." Mr. Wentworth Pritchard opposed. There also spoke Messrs. Everitt, Burke and Wood-Smith. The motion was carried by the Chairman's casting vote.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. HAROLD DERBYSHIRE, K.C., be appointed additional Judge of the High Court of Justice of the Isle of Mar, to be styled the "Judge of Appeal," in the place of Mr. John Edward Singleton, K.C., who has resigned. Mr. Derbyshire was called to the Bar in 1911, and took silk in 1928. He is a Bencher of Gray's Inn.

The Home Secretary has appointed Mr. R. F. GRAHAM-CAMPBELL to be Chief Magistrate of the Police Courts of the Metropolis in succession to Sir Chartres Biron, who retired on 10th January on attaining the age of seventy years. Mr. Graham-Campbell, who was called to the Bar by the Inner Temple in 1892, was appointed a Metropolitan Police Magistrate at Bow Street in 1913.

Mr. HENRY LAURENCE UNDERWOOD, M.A., LL.B., has been appointed Clerk to the Staffordshire County Council. He was admitted a solicitor in 1901, and became Deputy Clerk of the Peace and County Council of Staffordshire in 1908.

The honorary freedom of the Borough of Wigan has been conferred upon Mr. W. H. TYRER, O.B.E., solicitor, as a mark of appreciation of his twenty-one years' service as Town Clerk. Mr. Tyrer was admitted a solicitor in 1910.

Mr. ROBERT PRESTON, Assistant Solicitor to the Lancaster Corporation, has been appointed Assistant Town Clerk of Leigh. Mr. Preston was admitted a solicitor in 1931.

Mr. CECIL WILLIE TURNER has been elected a Bencher of the Honourable Society of Lincoln's Inn in the place of the late Mr. Thomas Cyprian Williams.

Mr. N. C. GILLETT, solicitor, has been appointed to succeed the late Mr. G. T. Creak as Clerk to Croydon County Bench. Mr. Gillett was admitted a solicitor in 1911.

Mr. ARTHUR ATKINSON, solicitor, who has been Acting Clerk of the Council since 1914, has been appointed Clerk of the Cheriton Urban District Council, consequent upon the death of Colonel Atkinson, his father. Mr. Atkinson was admitted in 1914.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. John Amherst Philpott, retired solicitor, of Knockholt, Kent, left £37,198, with net personalty £29,616.

Mr. Henry Gilbert Sandiford, solicitor, of Guildford, left £5,680, with net personalty £386.

Mr. Bertram John Spackman, solicitor, of Calne, left £27,964, with net personalty £15,887.

Mr. Robert Samuel Wood, solicitor, of High Wycombe, left £41,913, with net personalty £40,556.

Mr. John Daniel Arthur, solicitor, of Bromley, and of Queen Victoria-street, left £5,302, with net personalty £552.

Mr. Edward Archdall Ffooks, solicitor, of Dorchester, left £20,533, with net personalty £11,264.

Mr. Edward Harris Ledward, solicitor, of Bedford-square, W.C., and Oxhey, left £7,840, with net personalty £7,529.

Mr. Arthur Neville Stephens, solicitor, of Portman-street, W., left £25,156, with net personalty £22,589.

Mr. James Ronald Walker, Barrister-at-Law, of Kensington, W., left estate of the gross value of £34,059, with net personalty £33,843. He left £26 per annum to his "faithful friend and cook," Annie Crispin.

Mr. Robert Harradine, solicitor, of Moorgate Station Chambers and Kensington, left £13,041, with net personalty £12,908.

Mr. Arthur Bellamy Clifton, solicitor, of Ashford, Kent, left £17,623, with net personalty £17,534.

Mr. Thomas Turnbull, retired solicitor, of Otley, Yorks, left £60,472, with net personalty £16,262.

Mr. Bulmer Howell, solicitor, of Burgess Hill, left £17,845, with net personalty £16,204.

INNS OF COURT LECTURES.

During the present educational term at the Inns of Court the readers and assistant readers of the Council of Legal Education will lecture on the subjects of the Bar examination. The lectures will be delivered in the Hall and Old Hall at Lincoln's Inn. Prospectuses may be obtained from the Secretary to the Council of Legal Education, 15, Old Square, Lincoln's Inn, W.C.

HOTEL EVIDENCE IN DIVORCE CASES.

A five guinea fee demanded at a London hotel when solicitors made inquiries preliminary to divorce proceedings was the subject of comment by Mr. Justice Bateson in the Divorce Court last Wednesday. "I think it would be a good plan," said his lordship, "when this happens again, to bring it to the notice of the court at once, without waiting for the hearing of the petition, and see whether an exemplary punishment may not be inflicted on those who demand such sums."

A JUROR FINED.

When the common jury in waiting was called into the box last Monday to try a case in Mr. Justice Charles's court, it was found that only eleven jurors were present. Mr. Justice Charles fined the absent juror £5, in the absence of a satisfactory explanation. The case proceeded with eleven jurors.

BAR COUNCIL ELECTION, 1933.

The annual election of members to fill the vacancies upon the Council will be held in the week ending the 11th February, 1933.

Twenty-four candidates have to be elected, of whom five at least must be of the Inner Bar, seven at least must be of the Outer Bar, and of these, three at least must be of less than ten years' standing at the Bar.

Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the secretary at the offices of the Council, 5, Stone-buildings, Lincoln's Inn, on or before Wednesday, the 25th January, 1933.

Proposal forms may be obtained from the secretary.

Every barrister is entitled to vote at the election. Voting papers with instructions to voters will be sent on or about the 3rd February to every barrister whose address is given in the 1932 Law List.

A barrister who has not an address in the 1932 Law List may obtain a voting paper upon his personal or written application.

EXPENSE OF MOTOR PROSECUTIONS.

During the hearing of a prosecution at Northampton recently against a motorist for not having a proper third-party risks insurance a police sergeant from Gloucester was called to give formal evidence. At the close of the case the Chief Constable said that the county was put to considerable expense in these cases by the bringing of witnesses from long distances to give evidence which surely should be given by a declaration on the spot.

Mr. Percival Hart, retired solicitor, of Highgate, N., left £59,947, with net personalty £54,173.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	GROUP I. MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y Jan. 23	Mr. Hicks Beach	Mr. Ritchie	Mr. Ritchie	Mr.*Andrews
Tuesday .. 24	Andrews	Blaker	*Andrews	*More
Wednesday 25	Jones	More	More	*Ritchie
Thursday . 26	Ritchie	Hicks Beach	*Ritchie	Andrews
Friday 27	Blaker	Andrews	Andrews	*More
Saturday .. 28	More	Jones	More	Ritchie
	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Jan. 23	Mr. More	Mr.*Blaker	Mr. Jones	Mr.*Hicks Beach
Tuesday .. 24	Ritchie	*Jones	Hicks Beach	Blaker
Wednesday 25	Andrews	*Hicks Beach	Blaker	*Jones
Thursday . 26	More	*Blaker	Jones	Hicks Beach
Friday 27	Ritchie	Jones	Hicks Beach	*Blaker
Saturday .. 28	Andrews	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 26th January, 1933.

	Div. Months.	Middle Price 18 Jan. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
English Government Securities				
Consols 4% 1957 or after	FA	106½	3 15 1	3 11 9
Consols 2½%	JAJO	73	3 8 6	—
War Loan 3½% 1952 or after	JD	98½	3 11 1	—
Funding 4% Loan 1960-90	MN	109	3 13 5	3 9 7
Victory 4% Loan (Available for Estate Duty at par) Av. life 31 years	MS	108	3 14 1	3 11 4
Conversion 5% Loan 1944-64	MN	115½	4 6 7	3 5 11
Conversion 4½% Loan 1940-44	JJ	109½	4 2 2	3 1 2
Conversion 3½% Loan 1961 or after	AO	99	3 10 8	—
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 2	—
Bank Stock	AO	322½	3 14 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	107	4 4 1	3 18 6
India 3½% 1931 or after	JAJO	86	4 1 5	—
India 3% 1948 or after	JAJO	74	4 1 1	—
Sudan 4½% 1939-73	FA	107xd	4 4 1	3 3 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	MN	100	3 0 0	3 0 0
Colonial Securities				
*Australia (Commonw'th) 5% 1945-75	JJ	105½	4 14 9	4 8 0
*Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
Cape of Good Hope 3½% 1929-49	JJ	98	3 11 5	3 13 4
Natal 3% 1929-49	JJ	92	3 5 3	3 13 5
New South Wales 3½% 1930-50	JJ	91	3 16 11	4 5 0
*New South Wales 5% 1945-65	JD	104	4 16 2	4 11 9
New Zealand 4½% 1948-58	MS	108	4 3 4	3 15 10
*New Zealand 5% 1946	JJ	108	4 12 7	4 3 9
Nigeria 5% 1950-60	FA	111xd	4 10 1	4 1 9
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	108½	4 12 2	4 1 9
*South Australia 5% 1945-75	JJ	104	4 16 2	4 11 1
Tasmania 3½% 1920-40	JJ	96	3 12 11	4 3 5
Victoria 3½% 1929-49	AO	92	3 16 1	4 3 4
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
Corporation Stocks				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	111	4 1 1	3 11 9
*Cardiff 5% 1945-65	MS	110	4 10 11	4 0 0
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	112	4 9 3	3 17 6
Hull 3½% 1925-55	FA	96xd	3 12 11	3 15 3
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85½	3 10 2	—
Manchester 3% 1941 or after	FA	84½xd	3 11 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	90	2 15 7	3 5 7
Metropolitan Water Board 3% "A" 1963-2003	AO	88	3 8 2	3 9 1
Do. do. 3% "B" 1934-2003	MS	89	3 7 5	3 8 3
*Middlesex C.C. 3½% 1927-47	FA	100xd	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	112	4 0 4	3 11 7
Nottingham 3% Irredeemable	MN	84½	3 11 0	—
*Stockton 5% 1946-66	JJ	109½xd	4 11 4	4 1 10
English Railway Prior Charges				
Gt. Western Rly. 4% Debenture	JJ	100½xd	3 19 7	—
Gt. Western Rly. 5% Rent Charge	FA	113xd	4 8 6	—
Gt. Western Rly. 5% Preference	MA	79½	6 5 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	82½	4 17 0	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	68½	5 16 9	—
London Electric 4% Debenture	JJ	100½	3 19 7	—
L. Mid. & Scot. Rly. 4% Debenture	JJ	90½	4 8 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	MA	76½	5 4 7	—
Southern Rly. 4% Debenture	JJ	97½	4 2 1	—
Southern Rly. 5% Guaranteed	MA	104½	4 15 8	—
Southern Rly. 5% Preference	MA	75½	6 12 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

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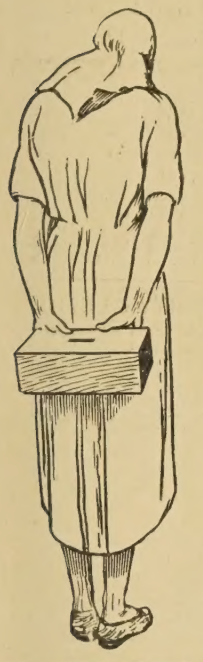

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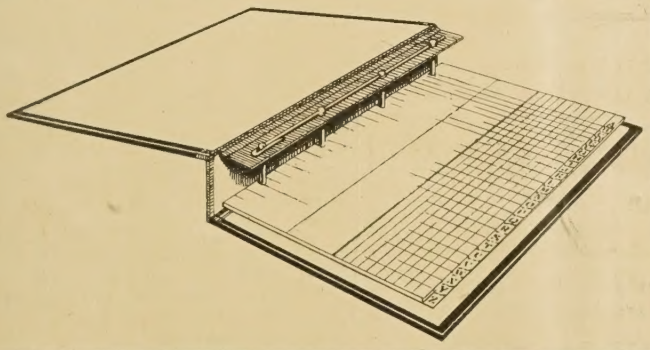

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